

**FILED**  
**2ND JUDICIAL DISTRICT COURT**  
**Bernalillo County**  
**6/16/2021 2:13 PM**  
**CLERK OF THE COURT**  
**Blair Sandoval**

STATE OF NEW MEXICO  
SECOND JUDICIAL DISTRICT  
BERNALILLO COUNTY

D McCall,

Plaintiff,

vs.

No. \_\_\_\_\_  
D-202-CV-2021-03697

WAGNER EQUIPMENT, CO., a Foreign  
For-Profit Corporation,

Defendant.

**COMPLAINT FOR DAMAGES**

COMES NOW the Plaintiff, D McCall, by and through its counsel, Jones Law Firm, LLC (Alexandra W. Jones), and in support of his Complaint for Damages against the Defendant Wagner Equipment, Co., hereby alleges:

**JURISDICTION AND VENUE**

1. D McCall ("McCall") is a resident of Bernalillo County, State of New Mexico.
2. Wagner Equipment, Co. ("Wagner") is a corporation organized under the laws of the State of Colorado and registered to do business in New Mexico.
3. The events which gave rise to the allegations of this Complaint occurred in Bernalillo County, New Mexico.
4. Wagner Equipment, Co. has established minimum contacts within New Mexico, and operates and conducts business on a regular basis within Bernalillo County, New Mexico.
5. Venue and jurisdiction are proper in this Court.

## FACTUAL ALLEGATIONS

6. Wagner is a commercial business which assembles, sells and leases construction equipment across the southwest region of the country, and which owned the improved property located at 4000 Osuna Road NE, Albuquerque, New Mexico (“Osuna Property”).

7. In early 2015, Wagner started development of a new facility on property located at 700 Wagner Ct. S.E., Albuquerque, New Mexico 87105.

8. In February 2015, the Real Estate Department of Albuquerque Public Schools (“APS”) submitted a Letter of Interest to Wagner to purchase the Osuna Property.

9. Wagner, through its president and chief operating officer, Bruce Wagner, solicited McCall's services to negotiate a rate of commission to be paid to another real estate brokerage involved in purchasing the Osuna Property, and in finalizing some points of negotiation with APS.

10. Wagner and McCall verbally agreed that Wagner would pay McCall one percent (1%) of the value of the transaction if McCall assisted in the sale of the Osuna Property to APS and the commission payable to the real estate broker.

11. McCall performed his duties and services as agreed.

12. Despite demand, Wagner has failed and refused to pay McCall one percent (1%) of the sales price of the transaction with APS.

13. The services and payment therefor were capable of being fully performed in less than one year.

**WHEREFORE**, Plaintiff, D McCall, prays this Court for judgment against the Defendant in an amount to be determined at trial, for prejudgment interest and for such other and further relief as the Court may deem just and proper.

Respectfully submitted:

JONES LAW FIRM, LLC

By: /s/ Alexandra W. Jones  
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